

Return To: MERCHANTS & FARMERS BANK  
P. O. BOX 520  
KOSCIUSKO, MS 39090

1/14/08 9:20:13  
BK 2,843 PG 654  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

This document was prepared by: MERCHANTS & FARMERS BANK  
P. O. BOX 520  
KOSCIUSKO, MS 39090  
(662) 342-0182

(name, address, phone number)

\_\_\_\_\_  
State of Mississippi \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

## MODIFICATION OF DEED OF TRUST

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 11-27-2007  
\_\_\_\_\_. The parties and their addresses are:

**GRANTOR:** KENDALL PREWETT, INDIVIDUALLY  
47 BOONE DRIVE  
HERNANDO, MS 38632

**TRUSTEE:** L. SCOTT PICKLE  
P.O. BOX 520  
KOSCIUSKO, MS 39090

**LENDER:** MERCHANTS & FARMERS BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI  
P. O. BOX 520  
KOSCIUSKO, MS 39090

**BACKGROUND.** Grantor and Lender entered into a Security Instrument dated 09-28-2006  
\_\_\_\_\_ and recorded on 02-02-2007 \_\_\_\_\_. The  
Security Instrument was recorded in the records of DESOTO  
\_\_\_\_\_ County, Mississippi at BOOK 2654 PAGE 235 \_\_\_\_\_.  
\_\_\_\_\_. The property  
is located in DESOTO \_\_\_\_\_ County at LOT 9 ARBOR LAKE DRIVE NORTH, HORN LAKE, MS 38637 \_\_\_\_\_.

Described as: LOT 9, FINAL PLAT, PHASE 1, LOT 3, FIRST REVISION OF LOT 3, ARBOR LAKE SUBDIVISION, IN SECTION 35,  
TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 73, PAGES 27-29,  
IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

**INDEXING INSTRUCTIONS:** SECTION 35, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI

mtf

3

**MODIFICATION.** For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)* KENDALL PREWETT

NOTE #1791225

IN THE AMOUNT OF \$141,957.13

MATURITY DATE 11/27/2008

INTEREST RATE 8.50% FIXED

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ \_\_\_\_\_ ☐ which is a \$ \_\_\_\_\_ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

**CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of the Modification.

**GRANTOR:**

 12/27/07  
 (Signature) KENDALL PREWETT (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

**LENDER: MERCHANTS & FARMERS BANK**

By   
 WILLIAM S. MAHAN, VICE PRESIDENT

Experi® © 2001 Bankers Systems, Inc., St. Cloud, MN Form MMOD-MS 3/23/2005

(page 2 of 3)

**ACKNOWLEDGMENT:**

STATE OF MISSISSIPPI, COUNTY OF DeSoto } ss.  
 (Individual) Personally appeared before me, the undersigned authority in and for the said  
 county and state, on this 27 day of December 2007  
 within my jurisdiction, the within named KENDALL PREWETT, INDIVIDUALLY

who acknowledged that he/she/they executed the above and foregoing instrument.  
 My commission expires

(Seal)

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
 MY COMMISSION EXPIRES: Aug 7, 2009  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Notary Public)

**ACKNOWLEDGMENT:**

STATE OF MISSISSIPPI, COUNTY OF DeSoto } ss.  
 (Lender) Personally appeared before me, the undersigned authority in and for the said  
 county and state, on this 27 day of December  
 within my jurisdiction, the within named WILLIAM S. MAHAN

who acknowledged that he/she/they is/are Vice President

My commission expires

(Seal)

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
 MY COMMISSION EXPIRES: Aug 7, 2009  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Notary Public)